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Attorneys for Plaintiff  
ED&F MAN SHIPPING LIMITED

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ED&F MAN SHIPPING LIMITED,

Plaintiff,

-against-

SCHNITZER STEEL INDUSTRIES, INC.,

Defendant.

15 Civ. \_\_\_\_\_

**COMPLAINT IN ADMIRALTY**

ED&F Man Shipping Limited (“ED&F Man”), plaintiff in the above-entitled action, complains against the defendant Schnitzer Steel Industries, Inc. (“Schnitzer”) upon information and belief as follows:

1. This is a case of admiralty and maritime jurisdiction pursuant to 28 U.S.C. § 1333 as hereinafter more fully appears, and is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

2. At all times material hereto, ED&F Man was a vessel owner, charterer, or operator with a usual place of business at Cottons Centre, Hays Lane, London SE1 2QE, United Kingdom.

3. At all times material hereto, ED&F Man was the time charterer of the M/V NAVIOS KYPROS (“NAVIOS KYPROS” or “Vessel”), under a time charter (“Head Charter”) with Navios Ship Management Inc., Piraeus, Greece (“Owners” or “Head Owners”).

4. At all times material hereto, Schnitzer was a company engaged in the purchase, sale, and transportation of scrap metal and which was incorporated in the states of Rhode Island and Oregon, and which conducted business in the State of New York and within this District.

5. On or about 1 August 2012, ED&F Man and Schnitzer entered into a voyage charter under which Schnitzer chartered the NAVIOS KYPROS from ED&F Man for the purpose of carrying a cargo of scrap metal from Providence, Rhode Island to Alexandria, Egypt. One term of the voyage charter agreed by the parties was for all disputes thereunder to be resolved in the United States District Court for the Southern District of New York.

6. On or about August 20, 2012, while the NAVIOS KYPROS was berthed at Providence, Rhode Island loading scrap metal pursuant to the voyage charter, a crane under the sole operation and control of Schnitzer collapsed onto the deck of the Vessel.

7. The collapse of Schnitzer's crane on August 20, 2012, caused damage to the Vessel's hull and structures and other incidental and consequential damages which presently total at least \$217,756.04, plus all recoverable interest, costs, and reasonable attorneys' fees.

8. The above damages, although duly demanded by ED&F Man, have not been paid by Schnitzer.

**COUNT I**  
**(Maritime Tort)**

9. ED&F Man repeats and re-alleges paragraphs 1 through 8 above as if fully set forth herein.

10. As the party loading the Vessel, Schnitzer had a duty to ED&F Man to maintain and operate the cranes it used to load the Vessel in a workmanlike and non-negligent manner.

11. The collapse of the Schnitzer crane on August 20, 2012, onto the deck of the Vessel was due solely to negligence on the part of Schnitzer in its maintenance and/or operation of the crane, and not due to any fault on the part of ED&F Man.

12. The collapse of the Schnitzer crane on August 20, 2012, onto the deck of the Vessel was due solely to gross negligence on the part of Schnitzer in its maintenance and/or operation of the crane, and not due to any fault on the part of ED&F Man.

13. By negligently and gross negligently maintaining or operating its crane, Schnitzer breached the duty of care it owed to ED&F Man.

14. Schnitzer's breach of duty owed to ED&F Man caused ED&F Man to be damaged or exposed to claims of damages totaling \$217,756.04, plus all recoverable interest, costs, and reasonable attorneys' fees.

**COUNT II**  
**(Breach of Contract)**

15. ED&F Man repeats and re-alleges paragraphs 1 through 8 above as if fully set forth herein.

16. The 1 August 2012 voyage charter party was a valid and enforceable marine contract and charter party between ED&F Man and Schnitzer.

17. In causing damage to ED&F Man's Vessel, and as a consequence causing delay in the departure of the Vessel by over 40 days, with other incidental and consequential damages related thereto, Schnitzer breached its obligations owed to ED&F Man under the voyage charter party.

18. ED&F Man was damaged, or will be exposed to damages, by Schnitzer's breach of contract in the amount of \$217,756.04, plus all recoverable interest, costs, and reasonable attorneys' fees.

**COUNT III**  
**(Breach of Warranty)**

19. ED&F Man repeats and re-alleges paragraphs 1 through 8 above as if fully set forth herein.

20. In maintaining and operating the crane it used to load the Vessel, Schnitzer owed a warranty of workmanlike performance to ED&F Man.

21. The August 20, 2012, crane collapse was the sole fault of Schnitzer's faulty maintenance or operation of the crane.

22. The August 20, 2012, crane collapse was a breach of Schnitzer's warranty of workmanlike performance owed to ED&F Man.

23. As a result of Schnitzer's breach of warranty of workmanlike performance, ED&F Man was damaged, or will be exposed to damages in the amount of \$217,756.04, plus all recoverable interests, costs, and reasonable attorneys' fees.

**COUNT IV**  
**(Tort-Based Indemnity)**

24. ED&F Man repeats re-alleged paragraphs 1 through 8 above as if fully set forth herein.

25. As a result of the damages and delays affecting NAVIOS KYPROS's voyage to Alexandria, Head Owners have asserted against ED&F Man claims for damages arising under the Head Charter totaling \$217,756.04, plus all interest and costs recoverable under the terms of the Head Charter.

26. The damages and delays affecting NAVIOS KYPROS's voyage to Alexandria which gave rise to Head Owner's claims were the sole fault of Schnitzer, and were in no way attributable to ED&F Man.

27. Accordingly, Schnitzer is liable in indemnity to ED& F Man for all damages it has paid or will pay to Head Owners, along with Head Owners' recoverable interest, costs, and reasonable attorneys' fees.

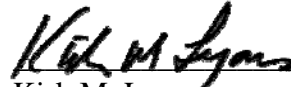
WHEREFORE, plaintiff ED&F Man respectfully requests that a judgment be issued against defendant Schnitzer under Counts I through IV above in the amount of \$217,756.04, plus all recoverable interest, costs, and reasonable attorneys' fees, or for such other amount as ED&F Man is caused to pay Head Owners under the terms of its Head Charter, plus ED& F Man's interests, costs and reasonable attorneys' fees incurred therewith, and for such other and further relief as the Court deems just and proper under the circumstances.

Dated: August 12, 2015  
New York, New York

Respectfully submitted,

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ED&F Man Shipping, Limited

By:

  
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